PUBLISHERS COPY

The CROWN PUBLISHING GROUP

AGREEMENT made this 12 th day of January, 1990 between Harmony Books, A Division of Crown Publishers, Inc. of 201 East 50th Street, NY, NY (referred to as the Publisher), and

whose address is Point Foundation
c/o John Brockman Associates, Inc.
2307 Broadway
New York, New York 10024

~~who is a citizen of~~ ~~and a resident of (state)~~
(referred to as the Author and designated by the masculine singular pronoun)

WHEREAS the parties wish respectively to publish and have published a work (referred to as the work) of non-fiction provisionally titled

THE SUSTAINABLE WHOLE EARTH CATALOG by J. Baldwin

NOW, THEREFORE, they mutually agree as follows:

1. The author grants to the Publisher during the term of copyright, including renewals and extensions thereof:

Grants of Rights INITIAL HERE KK

a. Exclusive right in the English language, in the United States of America,** the Philippine Republic, ~~and~~ Canada, and ~~non-exclusive right~~ in all other countries ~~except the British Commonwealth (other than Canada), the Republic of South Africa, and the Irish Republic,~~ to:

*subject to the Author's consent

i. Print, publish and sell the work in book form;

ii. License publication of the work (in complete, condensed* or abridged* versions) by book clubs, including subsidiaries of the Publisher/;

iii License publication of a reprint edition by another publisher/.

INITIAL HERE KK

*subjec to the Author's consent

iv. License publication of the work (in complete, condensed*, adapted* or abridged versions) or selections from the work in anthologies and other publications, in mail-order and schoolbook editions, as premiums and other special editions and through microfilm and ~~with the Author's consent~~ Xerox or other forms of copying;

/subject to consultation with the Author

~~v. License periodical publication including magazines, newspapers and digest-prior to book publication~~

vi. License periodical publication after book publication to the extent that any such right is available;

INITIAL HERE KK

~~vii. License, subject to the approval of the Author, adaptation of the work for filmstrips, printed cartoon versions and mechanical reproduction~~;

viii. License, without charge, transcription or publication of the work in Braille or in other forms, for the physically handicapped;

ix. For publicity purposes, publish or permit others to publish or broadcast (but not dramatize) by radio or television, without charge, such selections from the work as in the opinion of the Publisher may benefit its sale.

#in consultation with the Author,

b. Exclusive right to license# in the English language throughout the British Commonwealth (other than Canada), the Republic of South Africa, and the Irish Republic, the rights granted in subdivision a. above, revocable by the Author with respect to any country for which no license or option has been given within eighteen (18) months after first publication in the United States.

c. Exclusive right to license# in all foreign languages and all countries, the rights granted in subdivision a. above, revocable by the Author with respect to each language or country for which no license or option has been given within/ ~~three (3)~~ two (2) years after first publication in the United States.

INITIAL HERE KK

~~x. Exclusive right to use or license others to use, subject to the approval of the Author, the name and likeness of the Author, the work and the title of the work, in whole or in part, or any adaptation thereof as the basis for trademark or trade name for other products or for any other commercial use in connection with such products.~~

Delivery of Satisfactory Copy

2. The Author agrees to deliver/ ~~two complete copies~~ one complete copy (original and clean copy) of the ~~manuscript~~ mechanicals of the work in the English language of approximately 128 book pages ~~words~~ in length, satisfactory to the Publisher, together with any permission required pursuant to Paragraph 3, and all photographs, illustrations, drawings, charts, maps and indexes suitable for reproduction and necessary to the completion of the manuscript not later than June 15, 1990.

If he fails to do so the Publisher shall have the right to supply them and charge the cost against any sums accruing to the Author. ~~The complete manuscript shall include the following additional items:~~

INITIAL HERE KK

@mechanicals @@mechanicals that are delivered are not

If the Author fails to deliver the ~~manuscript~~ within ninety (90) days after the above date, or if any ~~manuscript that is delivered is not~~ @@ in the Publisher's judgment, satisfactory, the Publisher may terminate this agreement by giving written notice, whereupon the Author agrees to repay forthwith all amounts which may have been advanced hereunder. ~~See~~ Paragraph 27

/subject to

Permission for Copyrighted Material

3. If the Author incorporates in the work any copyrighted material, he shall procure, at his expense, written permission to reprint it.

**"United States of America" includes United States military installations throughout the world.

MS

*The Author further warrants and represents that he has valid written contracts with the Editors, enabling the Author to grant the rights herein granted to the Publisher.

Author's Warranties and Indemnities

4. a. The Author warrants ~~that he is the sole author of the work~~; that he is the sole owner of all the rights granted to the Publisher; that he has not previously assigned, pledged or otherwise encumbered the same; that he has full power to enter into this agreement; that except for the material obtained pursuant to Paragraph 3 the work is original, has not been published before, and is not in the public domain; that it does not violate any right of privacy; that it is not libelous or obscene; that it does not infringe upon any statutory or common law copyright; and that any recipe, formula or instruction contained in the work is not injurious to the user.*

**the Author may join in defense with counsel of his own choosing at his own expense,

b. In the event of any claim, action or proceeding based upon an alleged violation of any of these warranties (i) the Publisher shall have the right to defend the same through counsel of its own choosing,** and (ii) no settlement shall be effected without the prior written consent of the Author, which consent shall not unreasonably be withheld, and (iii) the Author shall hold harmless the Publisher, any seller of the work, and any licensee of a subsidiary right in the work, against any ~~damages, costs, or expenses of the kind herein mentioned. If such claim, action or~~ proceeding is successfully defended or settled, the Author's indemnity ~~hereunder shall be~~ limited to fifty per cent (50%) of the expense (including reasonable ~~counsel fees~~) attributable to such defense or settlement; however, such limitation ~~of liability~~ shall not apply if the claim, action or proceeding is based on copyright ~~infringement~~ loss or expense (including reasonable attorneys' fees) from all manner of claims, actions or proceedings occasioned to the Publisher arising out of a breach or alleged breach of the foregoing warranties

c. If any such claim, action or proceeding is instituted, the Publisher shall promptly notify the Author, who shall fully cooperate in the defense thereof, and the Publisher may withhold payments of reasonable amounts due him under this or any other agreement between the parties.

d. These warranties and indemnities shall survive the termination of this agreement.

Conflicting Publication

5. The Author agrees that during the term of this agreement he will not, without the written permission of the Publisher, publish or permit to be published any material for the general audience in book or pamphlet form, based on material in the work that would directly compete with the Work.

Date, Style and Price of Publication

6. Within ~~10 months~~ 12 months after the Author has delivered the ~~manuscript~~ mechanicals in conformity with Paragraph 2, the Publisher shall publish the work at its own expense, in such style and manner, under such imprint and at such price as it deems suitable. The Publisher shall not be responsible for delays caused by any circumstance beyond its control. No changes in the manuscript or the provisional title shall be made without the consent of the Author. However, in no event shall the Publisher be obligated to publish a work which in its opinion violates the common law or statutory copyright or the right of privacy of any person or contains libelous or obscene matter.

Proofreading and Author's Corrections

7. The Author agrees to read, revise, correct and return promptly all proofs of the work and ~~to pay in cash or, at the option of the Publisher,~~ to have charged against him, the cost of alterations, in type or in plates, required by the Author, other than those due to printer's errors, in excess of ten per cent (10%) of the cost of setting type, provided a statement of these charges is sent to the Author within thirty (30) days of the receipt of the printer's bills and the corrected proofs are presented upon request for his inspection.

Copyright

8. The Publisher shall copyright the work in the name of the Author, in the United States, in compliance with the Universal Copyright Convention, and apply for renewals of such copyright. If copyright should be in the name of the Publisher, it shall assign such copyright upon request of the Author. The Publisher agrees to arrange for the sale of the work in Canada. If the Publisher adds illustrations or other material, and if copyright is in the Author's name, he agrees, upon request, to assign the copyright of such material. If the Author retains the right to periodical ~~or foreign~~ publication before publication by the Publisher, he shall notify the Publisher promptly of any arrangement of such publication or any postponement thereof. In the event of a periodical publication, if the copyright shall be in the name of any person other than the Author, he shall promptly deliver to the Publisher a legally recordable assignment of such copyright or of the rights granted. ~~In the event of a publication outside the United States, promptly thereafter, he shall furnish to the Publisher three copies of the first published work and the date of such publication.~~

Advance Payments

9. The Publisher shall pay to the Author as an advance against and on account of all moneys accruing to him under this agreement, the sum of $45,000.00 ~~xxxxxxxxxxxxxxxx~~ payable as follows:

$22,500.00 upon signing hereof; and
$22,500.00 on acceptance of the complete and satisfactory mechanicals in conformity with Paragraph 2.

Any such advance shall not be repayable, provided that the Author has delivered the manuscript in conformity with Paragraph 2 and is not otherwise in default under this agreement.

Royalty Payments

10. The Publisher shall pay to the Author a royalty on the retail price of every copy sold by the Publisher, less actual returns and a reasonable reserve for returns (except as set forth below):

a. Ten per cent (10%) up to and including 5,000 copies; twelve and one-half per cent (12½%) in excess of 5,000 copies up to and including 10,000 copies; and fifteen per cent (15%) in excess of 10,000 copies. Where the discount in the United States is ~~forty-eight per cent (48%)~~ fifty percent (50%) or more from the retail price, the rate provided in this subdivision a. shall be reduced by one-half the difference between ~~forty-four per cent (44%)~~ forty-six percent (46%) and the discount granted. In no event, however, shall such royalty be less than one-half of the rate provided herein. If the semi-annual sales aggregate fewer than 400 copies, the royalty shall be two-thirds (⅔) of the rate provided in this subdivision a. if such copies are sold from a second or subsequent printing. Copies covered by any other subdivision of this Paragraph shall not be included in such computation.

Mail Order Sales

b. Five percent (5%) of the amount received for copies sold directly to the consumer through the medium of mail-order or coupon advertising, or radio or television advertising.

Premiums and Subscriptions

c. Five per cent (5%) of the amount received for copies sold by the Publisher's Premium or Subscription Books Wholesale Department.

College Sales

d. Ten per cent (10%) for hard-cover copies and five per cent (5%) for soft-cover copies sold with a lower retail price as college textbooks.

School Editions

e. For a School edition the royalty provided in subdivision a. of this Paragraph but no more than:

i. Ten per cent (10%) of the amount received for a Senior High School edition;
ii. Eight per cent (8%) of the amount received for a Junior High School edition;
iii. Six per cent (6%) of the amount received for an Elementary School edition.

*If as a result of such an audit, it is determined by both parties that there has been an underpayment, the Publisher shall pay to the Author any short fall within 14 days, together with interest at the prevailing Chase Manhattan Bank prime interest rate.

Lower-price Editions

f. Five per cent (5%) for an edition published at a lower retail price or for an edition in the Modern Library (regular or giant size) ~~or in Vintage Books~~ and two per cent (2%) or two cents (2¢) per copy, whichever is greater, for an edition in the Modern Library College Editions. and 7½% of the retail price for a Vintage Books edition or any other Harmony Books trade paperback edition. (see Paragraph 26)

Export Sales

g. Ten per cent (10%) of the amount received for the original edition and five per cent (5%) of the amount received for any lower-price edition for copies sold for export.

Special Sales

h. For copies sold outside normal wholesale and retail trade channels, ten per cent (10%) of the amount received for the original edition and five per cent (5%) of the amount received for any lower-price edition for copies sold at a discount between fifty per cent (50%) and sixty per cent (60%) from the retail price and five per cent (5%) of the amount received for copies sold at a discount of sixty per cent (60%) or more from the retail price, or for the use of the plates by any governmental agency.

No Royalty Copies

i. No royalty shall be paid on copies sold below or at cost including expenses incurred, or furnished gratis to the Author, or for review, advertising, sample or like purposes.

Receipts From Other Rights

j. Fifty per cent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision a., ii, iii, iv, vi and vii. At the Author's request his share from book club and reprint licensing, less any unearned advances, shall be paid to him within two weeks after the receipt thereof by the Publisher. If the Publisher rebates to booksellers for unsold copies due to the publication of a lower-price or reprint edition, the royalty on such copies shall be the same as for such lower-price edition.

/British and Translation Rights licensing.

First Serial and

~~k. Ninety per cent (90%) of the amount received from the disposition of licenses in the United States and Canada pursuant to Paragraph 1, subdivision a.~~

British

l. Eighty per cent (80%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision b.

Translation

m. Seventy-five per cent (75%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision c.

Commercial

~~n. Fifty per cent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision d. provided that all expenses incurred in connection therewith shall be borne by the Publisher.~~

Share to Other Authors

o. If any license granted by the Publisher pursuant to Paragraph 1 shall include material of others,* the amount payable to the Author shall be inclusive of royalty to other authors. *subject to the Author's approval.

Performance Rights

~~10. The Author appoints the Publisher as his exclusive agent to dispose of performance rights in~~ cluding dramatic, musical, radio, television, ~~motion picture and allied~~ rights, subject to the Author's consent, ~~and the Publisher shall receive commission of ten percent (10%) of the amount received.~~

11. In the event of the disposition of performance rights, the Publisher may grant to the purchaser the privilege to publish excerpts and summaries of the work in the aggregate not to exceed 7,500 words, for advertising and exploiting such rights, provided, however, that such grant shall require the purchaser to take all steps which may be necessary to protect the copyright of the work.

Rights Retained by Author

12. The Author agrees to notify the Publisher promptly of the disposition of any right which the Author has retained for himself. /to use best efforts

Reports and Payments

13. The Publisher shall render semi-annual statements of account to the first day of April and the first day of October, and shall mail such statements during the July and January following, together with checks in payment of the amounts due thereon.

Should the Author receive an overpayment of royalty arising from copies reported sold but subsequently returned, the Publisher may deduct such overpayment from any further sums due the Author.

Upon his written request, the Author may examine or cause to be examined through certified public accountants the books of account of the Publisher in so far as they relate to the sale or licensing of the work.* see above

~~Notwithstanding anything in the foregoing or in any other agreement between the parties, the Author~~ shall in no event be entitled to receive under this and all prior agreements with the Publisher more than $ during any one calendar year. If in any one calendar year the total of the sums accruing to the Author under this and all prior agreements with the Publisher shall exceed such amount, he shall be entitled to receive the excess amount in any succeeding calendar year in which the sums accruing to him under this and all prior agreements with the Publisher do not exceed the maximum herein stated, provided that the total amount to which the Author may be entitled under this and all prior agreements with the Publisher in ~~any one calendar year shall not exceed the minimum herein stated.~~

~~Option for Next Work~~

~~14. The Author agrees to submit to the Publisher his next book-length work before submitting the same~~ to any other publisher. The Publisher shall be entitled to a period of six weeks after the submission of the completed manuscript, which period shall not commence to run prior to one month after the publication of the work covered by this agreement, within which to notify the Author of its decision. If within that time the Publisher shall notify the Author of its desire to publish the manuscript, it shall thereupon negotiate with him with respect to the terms of such publication. If within thirty (30) days thereafter the parties are unable in good faith to arrive at a mutually satisfactory agreement for such publication, the Author shall be free to submit his manuscript elsewhere, provided, however, that he shall not enter into a contract for the publication of ~~such manuscript with any other publisher upon terms less favorable than those offered by the Publisher.~~

Copies to Author

15. On publication the Publisher shall give /~~ten (10)~~ thirty (30) free copies to the Author, who may purchase further copies for personal use at a discount of forty percent (40%) from the retail price.

Discontinuance of Publication

16. If the Publisher fails to keep the work in print and the Author makes written demand to reprint it, the Publisher shall, within sixty (60) days after the receipt of such demand, notify the Author in writing if it intends to comply. Within six (6) months thereafter, the Publisher shall reprint the work unless prevented from doing so by circumstances beyond its control. If the Publisher fails to notify the Author within sixty (60) days that it intends to comply, or, within six (6) months after such notification, the Publisher declines or neglects to reprint the work, then this agreement shall terminate and all rights granted hereunder ~~except those deriving from the option in Paragraph 14~~ shall revert to the Author, subject to licenses previously granted, provided the Author is not indebted to the Publisher for any sum owing to it under this agreement. After such reversion, the Publisher shall continue to participate to the extent set forth in this agreement in moneys received from any license previously granted by it. Upon such termination, the Author shall have the right for thirty (30) days thereafter to purchase the plates, if any, at one-fourth of the cost (including type setting).

INITIAL HERE KK

MS

#This phrase is deleted without prejudice to any rights of set-off or counterclaim provided by law.

INITIAL HERE KK

If the work is under contract for publication or on sale in any edition in the United States, it shall be considered to be in print. A work shall not be deemed in print by reason of a license granted by the Publisher for the reproduction of single copies of the work. If the Publisher should determine that there is not sufficient sale for the work to enable it to continue its publication and sale profitably, the Publisher may dispose of the copies remaining on hand as it deems best, subject to the royalty provisions of Paragraph 10. In such event, the Author shall have the right, within two (2) weeks of the forwarding of a written notice from the Publisher, to a single purchase of copies at the "remainder" price.

Author's Property

17. Except for loss or damage due to its own negligence, the Publisher shall not be responsible for loss of or damage to any property of the Author.

Return of Manuscript

18. In the absence of written request from the Author prior to publication for their return, the Publisher, after publication of the work, may dispose of the original manuscript and proofs.

Suits for Infringement of Copyright

19. If the copyright of the work is infringed, and if the parties proceed jointly, the expenses and recoveries, if any, shall be shared equally, and if they do not proceed jointly, either party shall have the right to prosecute such action, and such party shall bear the expenses thereof, and any recoveries shall belong to such party; and if such party shall not hold the record title of the copyright, the other party hereby consents that the action be brought in his or its name.

Bankruptcy and Liquidation

20. If (a) a petition in bankruptcy is filed by the Publisher, or (b) a petition in bankruptcy is filed against the Publisher and such petition is finally sustained, or (c) a petition for arrangement is filed by the Publisher or a petition for reorganization is filed by or against the Publisher, and an order is entered directing the liquidation of the Publisher as in bankruptcy, or (d) the Publisher makes an assignment for the benefit of creditors, or (e) the Publisher liquidates its business for any cause whatever, the Author may terminate this agreement by written notice and thereupon all rights granted by him hereunder shall revert to him. Upon such termination, the Author, at his option, may purchase the plates as provided in Paragraph 16 and the remaining copies at one-half of the manufacturing cost, exclusive of overhead. If he fails to exercise such option within sixty (60) days after the happening of any one of the events above referred to, the Trustee, Receiver, or Assignee may destroy the plates and sell the copies remaining on hand, subject to the royalty provisions of Paragraph 10.

Sums Due and Owing

21. Any sums due and owing from the Author to the Publisher, #~~whether or not~~ arising out of this agreement, may be deducted from any sum due or to become due from the Publisher to the Author pursuant to this agreement. For the purposes of this Paragraph a non-repayable unearned advance made to the Author pursuant to another agreement shall not be construed as being a sum due and owing, unless the Author is in default under such other agreement.

INITIAL HERE KK

Law Applicable

22. This agreement shall be interpreted according to the law of the State of New York.

23. It is a condition of the rights granted hereby that the Publisher agrees that all copies of the work that are distributed to the public shall bear the copyright notice prescribed by the applicable copyright laws of the United States of America. The Author hereby appoints the Publisher as his attorney-in-fact in his name and in his stead to execute all documents for recording in the Copyright Office evidencing transfer of ownership in the exclusive rights granted to the Publisher hereunder.

Assignment

24. This agreement shall be binding upon the successors ~~heirs, executors, administrators~~ and assigns of the Author, and upon the successors and assigns of the Publisher, but no assignment except to an affiliate of the Publisher, shall be binding on either of the parties without the written consent of the other.

Complete Agreement and Modification

25. This agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties.

/36

For Paragraphs 26 through ~~33~~, see Rider attached hereto and made a part hereof.

IN WITNESS WHEREOF the parties have duly executed this agreement the day and year first above written.

In the presence of

HARMONY BOOKS, A DIVISION OF CROWN PUBLISHERS, INC.

By ..... *The Publisher*

In the presence of

POINT FOUNDATION

Susan Rosberg ..... By Kevin Kelly ..... *The Author*

4038/2-89

~~Social Security Number~~

Tax Identification Number

Rider to the agreement dated January 12, 1990 between Harmony Books, A Division of Crown Publishers, Inc. and Point Foundation for the publication of a work provisionally entitled THE SUSTAINABLE WHOLE EARTH CATALOG.

~~26. If the Publisher's Vintage Books Division (Vintage) is the successful bidder~~ in an auction of reprint rights, the advances and royalties paid or credited to the Publisher by Vintage will be deemed receipts by the Publisher from the disposition of a license granted pursuant to subparagraph 1.a.iii., and the Publisher will credit the Author's royalty account with the percentage of such receipts specified in subparagraph 10.j. in lieu of the Vintage royalty specified ~~in subparagraph 10.f~~.

INITIAL HERE KK

27. Notwithstanding the final sentence of Paragraph 2, if a completed manuscript is delivered by the date specified in Paragraph 2, or within 90 days thereafter and this agreement is terminated because the manuscript is not satisfactory to the Publisher, the Author's obligation to repay the amounts advanced hereunder initially shall be limited to repayment from proceeds from the sale or licensing by the Author of rights of any nature in the work. In such event, the Author agrees to use his best efforts to license or sell the rights in the work. Upon such sale or license, the Author agrees to notify the Publisher concerning the financial terms of all agreements with others involving said rights and to pay over promptly all proceeds from the sale or licensing of such rights to the Publisher until such time as the amounts advanced hereunder have been repaid. Any balance of the amounts advanced hereunder that is not repaid from the above described proceeds within 12 months after termination shall become immediately due and payable upon the expiration of such 12 month period.

~~28. If the Publisher fails to publish the work within 18 months of acceptance~~ of the complete and satisfactory manuscript (unless prevented from doing so by reasons of force majeure) the Author shall have the right to make written demand that the Publisher publish the work. If the Publisher fails to publish within 6 months of receipt of the Author's written demand, the Author shall have the right to terminate this agreement by written notice whereupon all rights granted herein shall revert to the Author and the Author may retain all monies advanced to him ~~hereunder in full satisfaction of any claims hereunder~~.

INITIAL HERE KK

29. The Publisher shall pay to the Author, as a fee, the sum of $25,000.00, payable as follows: $12,500.00 on signing hereof; and $12,500.00 on acceptance of the complete and satisfactory mechanicals in conformity with Paragraph 2.

Any such fee shall not be repayable, provided that the Author has delivered the mechanicals by the date required in Paragraph 2.

30. (a) The Publisher will include the following clause, or substantially similar clause with the same effect, in any reprint license for the work: "no advertising will be printed in, or will be included in (bound or unbound) with or distributed with or inserted into any copies of the licensee's edition of the work without licensor's written consent. Such consent may be withheld by licensor for any reason, including, without limitation, conditioning such approval upon licensor and Author receiving a share of licensee's revenue for such advertising, and upon licensor obtaining the consent of the Author. It is acknowledged that the Author has the right to withhold his consent for any reason. Licensor consents to licensee listing, inside the back cover or in the last four pages of its edition, the title of the work by the Author or others in print in the licensee's edition."

(b) Publisher shall not insert any advertising in its edition of the work without the consent of the Author.

31. The Publisher agrees to sell to the Author copies of the work, at a discount of 60% on the following terms:

(a) Orders for the work will be a minimum of quantities of one thousand (1,000) copies and will be paid for in advance.

(b) Shipment of each order will be F.O.B. Westminster, Maryland to a single United States destination.

Please Initial

MS

Page 2 Rider to the agreement dated January 12, 1990 between Harmony Books, A Division of Crown Publishers, Inc. and Point Foundation for the publication of a work of non-fiction provisionally entitled THE SUSTAINABLE WHOLE EARTH CATALOG.

(c) The books will be non-returnable.

(d) There will be no cooperative advertising or other promotional allowances of the books.

(e) There will be no royalty paid to the Author on these sales.

(f) The Author represents and the Publisher acknowledges that the books are being purchased by him exclusively for mail order sales to subscribers to the magazine Whole Earth Review. The Author agrees that if the books are resold through any other channels the price to the Author shall be increased to correspond to the Publisher's standard retailer discount schedule. The Publisher, on reasonable notice, may examine or cause to be examined the books and records of the Author insofar as they relate to the sale and distribution of the books purchased hereunder.

32. The Publisher agrees to print the work on recycled paper with the production specifications as follows: 10-7/8 X 14-1/2, 128 pages. The Author shall deliver, satisfactory to the Publisher, mechanical boards and artwork.

33. All sums of money due under this Agreement shall be paid to the Author's agent, John Brockman Associates, Inc., 2307 Broadway, New York, New York 10024, and the receipt of the said John Brockman Associates, Inc. shall be a good and valid discharge of all such indebtedness; and the said John Brockman Associates, Inc. is hereby empowered by the Author to act in all matters arising from this Agreement. For services rendered and to be rendered, the Author does hereby assign and transfer to John Brockman Associates, Inc. and John Brockman Associates, Inc. shall retain the sum equal to fifteen percent (15%) as an agency coupled with an interest, out of all monies due and payable to and for the account of the Author under this Agreement.

34. All rights not specifically granted to the Publisher under this Agreement are reserved by the Author. Such reserved rights include but are not limited to First Serial Rights; Commercial and Merchandising Rights; Performance Rights; Motion Picture Rights; Sound Recording and Audio Rights; Teaching Machine Rights; Video Rights and Software Rights (including without limitation computer programs, data bases, on-line video-text, game programs, all forms of electronic distribution, diskette, tape, disk, ROMs, Videodiscs, cartridge, and other computer media, monitor displays, listings and printouts).

35. In the event the Publisher shall fail to publish and commence distribution of the Work within the time herein provided, the Author may at any time thereafter serve a written demand upon the Publisher, by registered mail, return receipt requested, requiring the Publisher to publish and commence distribution of such Work within one hundred twenty (120) days after receipt of such written demand, and if Publisher shall fail to comply with such demand within such one hundred twenty (120) day period, then this Agreement shall terminate with respect to such Work without further notice at the end of such period. In the event of termination by the Author pursuant to this paragraph, such payments as shall have been made to the Author hereunder as advances with respect to such Work shall be deemed in full discharge of all Publisher's obligations to the Author pursuant to this Agreement and no other damages, claims, actions or proceedings, either legal or equitable, founded on breach of contract, default or maintained by the Author against the Publisher.

INITIAL HERE KK

MS